

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUSIECAKES, LLC		07/27/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5063313	SUSIE FAVORS	
Registration Number:	3745481	SUSIECAKES	
Registration Number:	3701572	SUSIECAKES	
Registration Number:	3701571		
Registration Number:	3705018		
Registration Number:	3701568	SUSIECAKES	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	07/27/2022		

OP \$165.00 5063313

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 27, 2022 by and among SUSIECAKES HOLDINGS, LLC, a Delaware limited liability company (“Parent”), SUSIECAKES HOLDINGS, INC., a Delaware corporation (“Opco”), SUSIECAKES, LLC, a California limited liability company (“SusieCakes”), and AVIDBANK, a California corporation (“Bank”). Parent, Opco, and SusieCakes are each referred to herein as a “Grantor” and collectively, as the “Grantors.”

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (the “Loan Agreement”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which any Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

c/o SusieCakes Holdings, Inc.
5610 Ward Road, Suite 300
Arvada, CO 80002
Attn: Chad Kilpatrick, CFO

SUSIECAKES HOLDINGS, LLC

By: 

Name: Chad Kilpatrick

Title: Chief Financial Officer

SUSIECAKES HOLDINGS, INC.

By: 

Name: Chad Kilpatrick

Title: Chief Financial Officer

SUSIECAKES, LLC

By SusieCakes Holdings, LLC
Its Manager

By: 

Name: Chad Kilpatrick

Title: Chief Financial Officer

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Samantha Kim

AVIDBANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

c/o SusieCakes Holdings, Inc.
5610 Ward Road, Suite 300
Arvada, CO 80002
Attn: Chad Kilpatrick, CFO

SUSIECAKES HOLDINGS, LLC

By: _____

Name: _____

Title: _____

SUSIECAKES HOLDINGS, INC.

By: _____

Name: _____

Title: _____

SUSIECAKES, LLC

By: _____

Name: _____

Title: _____

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Samantha Kim

AVIDBANK

By:  _____

Name: Samantha Kim

Title: Vice President

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents




Please Check Box if No Patents Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Application Number / Patent Number</u>	<u>Application Date / Issue Date</u>
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Name of Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
SusieCakes, LLC	SUSIE FAVORS	86931849	5063313	March 7, 2016 / October 18, 2016
SusieCakes, LLC		78835090	3745481	March 12, 2006 / February 2, 2010
SusieCakes, LLC	SUSIECAKES	77711841	3701572	04/10/2009 / October 27, 2009
SusieCakes, LLC		77711834	3701571	April 10, 2009 / October 27, 2009
SusieCakes, LLC		77711825	3705018	April 10, 2009 / November 3, 2009
SusieCakes, LLC	SUSIECAKES	77711797	3701568	April 10, 2009 /October 27, 2009